# GOVERNMENT OF ANDHRA PRADESH <u>ABSTRACT</u>

Establishment - Labour Employment Training & Factories Department - Extended the services of three (3) Attenders w.e.f. 4.8.2012 to 15.9.2012 and two (2) Attenders from 16.9.2012 to 31.3.2013 sponsored by Sri Sai Infotech Secunderabad, on outsourcing basis - Orders - Issued.

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## LABOUR EMPLOYMENT TRAINING AND FACTORIES (OP) DEPARTMENT

#### G.O.Rt.No.202

Dated:21.02.2013

Read the following:-

- 1. GO Rt No.1643, LET & F (OP) Deptt., Dt:29.07.2006.
- 2. GO Rt No.1441, LET & F (OP) Deptt., Dt:22.06.2007.
- 3. GO Rt No.1506, LET & F (OP) Deptt., Dt:09.07.2008.
- 4. GO Rt No.1090, LET & F (OP) Deptt., Dt:13.07.2009.
- 5. GO Rt No.1001, LET & F (OP) Deptt., Dt:31.08.2010.
- 6. GO Rt No.1774, LET & F (OP) Deptt., Dt:22.11.2011.
- 7. From the Proprietor, Sri Sai Info Tech, Secunderabad, letter Dt: 28.08.2012 and 06.11.2012.

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#### ORDER:

In the reference first read above, Government have issued orders appointing 3 Attenders on outsourcing basis for a period of one year from 01.06.2006 to 31.05.2007 and the contract with the outsourcing agency was extended from time to time vide references  $2^{nd}$  to  $5^{th}$  read above and the last extension for one more year i.e., from 04.08.2011 to 03.08.2012 vide reference  $6^{th}$  read above.

- 2. In the reference 7<sup>th</sup> read above, the Proprietor of M/s Sri Sai Infotech, Secunderabad in letters has requested the Government to extend the contract with their outsourcing agency for engaging three (3) Attenders w.e.f. 4.8.2012 to 15.9.2012 and two (2) Attenders from 16.9.2012 for one more year as the contract period expires by 03.08.2012.
- **3.** As there is need to continue the 3 Attenders on contract basis, Government after careful examination of the matter, hereby decided to engage the services of three (3) Attenders w.e.f. 4.8.2012 to 15.9.2012 and two (2) Attenders from 16.9.2012 to 31.3.2013 on outsourcing basis to work in this Department on a consolidated remuneration @ Rs.6,700/- per month each Plus Agency Commission, ESI Contribution, Provident Fund and Service Tax @ 32.66% from Sri Sai Infotech, Secunderabad, duly following the terms and conditions as indicated below:-
- i. The Agency have a valid license has willingly and unconditionally, to provide the services of (Job) on contract basis commencing on 05.08.2012. The Agency shall engage Attenders uninterrupted and qualified service, if it is not accordance with normal parameters as agreed by the Agency and also this Agreement stands canceled if the Agency is found not possessing a valid license and also absence, if any.
- ii. During the contract period, the Agency will be paid an amount of Rs.6,700/- Plus Agency commission, ESI Contribution, Provident Fund and Service Tax @ 36.66% through Bank account of the Agency, Subject to attending the office.
- iii. Both parties agree that the contract is for specific purpose and specific period and there is no commitment on either side to extend the contract period.

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- iv. Both the parties agree that there is no scope for modification of the conditions of the clauses of the contract during the period, if it is in force.
- v. Both the parties further consciously understand that if any of the parties want to violate the contract, or to discontinue the contract they can do so by giving one month's notice on either side.
- vi. Both the parties clearly and explicitly agree that without any further action, discussion, notice and reference, this contract would automatically ceases to operate on 05.08.2012 and both the parties will be discharged from their communication unless the contract is extended with mutual consent and entering with fresh agreement.
- vii. There shall have no direct relationship between the Government and the persons engaged by the agency and any Government services by virtue of any service rendered under the contract.
- viii. The employee deputed by the Agency engaged on the contract service shall not have any right to claim of seeking employment in Government services by virtue of any service rendered under the contract.
- ix. It is the responsibility of the Agency to provide services with requisite qualified persons and the Government reserves the right to reject the persons who do not basses the requisite qualifications.
- **4.** The expenditure shall be debited to the Head of Account "2251 Secretariat Social Services 090 Secretariat 16 Labour Employment Training & Factories Department 300 Other Contractual Services".
- **5.** The Labour Employment, Training and Factories (OP-Claims) Department shall requested to credit the amount to the account of M/s Sri Sai Infotech, Secunderabad.
- **6.** This order issued with the concurrence of Finance Department, vide their U.O. No. 34811/968/A1/SMPC-II-12, Dt.03.01.2013.
- **7.** These orders will come into force with effect from 05.08.2012.

# (BY ORDER AND IN THE NAME OF THE GOVERNOR OF ANDHRA PRADESH)

J. C.SHARMA

PRINCIPAL SECRETARY TO GOVERNMENT

To

Sri Sai Infotech, Secunderabad.

### Copy to:-

The Finance (SMPC-II) Department.

The Labour Employment Training &Factories (OP-Claims) Deptt.

The PA to Dy. Secy. to Govt.,LET&F Deptt

The Deputy Pay and Accounts Officer, Sectt. Br. Hyderabad.

SF/SC

// FORWARDED: : BY ORDER //

**SECTION OFFICER**